

A. G. Contract No. KR93-0081 TRN
ECS File: JPA-92-96
Project: Master Maintenance
(Traffic Signals &
Highway Lighting)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PHOENIX

23627

THIS AGREEMENT supercedes that certain agreement filed with the Arizona Secretary of State as Agreement No. 6431.

THIS AGREEMENT is entered into 6 July, 1994⁵, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter II, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. For the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State highway system within the City's system. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting at the following locations:

I-10 -- known as the Papago Freeway
I-10 (Inner Loop) at 7th Avenue-Telco only
I-10 (Inner Loop) at 5th Avenue

NO. <u>19842</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/06/95</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

- I-10 (Inner Loop) at 3rd Avenue
- I-10 (Inner Loop) at 3rd Street
- I-10 (Inner Loop) at 7th Street-Telco only
- I-10 (Inner Loop) at Washington Street-Telco only
- I-10 (Inner Loop) at Jefferson Street-Telco only

SR 51 - known as the Squaw Peak Parkway

- SR51 & McDowell Road
- SR51 & Thomas Road
- SR51 & Indian School Road
- SR51 & Highland Avenue
- SR51 & Colter Street
- SR51 & Bethany Home Road
- SR51 & Glendale Avenue
- SR 51 & Northern Avenue
- SR 51 & 32nd Street

US 60 - known as the Wickenburg-Phoenix-Globe Highway

- US60 (Grand Avenue) & 43rd Avenue
- US60 (Grand Avenue) & 35th Avenue
- US60 (Grand Avenue) & 33rd Avenue
- US60 (Grand Avenue) & 31st Avenue
- US60 (Grand Avenue) & Osborn Road
- US60 (Grand Avenue) & 27th Avenue & Thomas Road
- Grand Avenue @ 23rd Avenue & Encanto
- Grand Avenue @ 19th Avenue & McDowell

SR 85 - known as the Buckeye-Phoenix-Tucson Highway

- SR85 & 67th Avenue
- SR85 & 51st Avenue
- SR85 & 43rd Avenue
- SR85 & 35th Avenue
- SR85 & 27th Avenue
- SR85 & 25th Avenue
- SR85 & 19th Avenue
- SR85 (17th Avenue) & Grant Street
- SR85 (17th Avenue) & Madison Street
- SR85 (17th Avenue) & Jefferson Street
- SR85 (17th Avenue) & Adams Street
- SR85 (Jefferson) & 16th Avenue
- SR85 (17th Avenue) & Van Buren Street
- SR85 (Jefferson) & 15th Avenue N/B
- SR85 (15th Avenue) & Washington Street
- SR85 (15th Avenue) & Van Buren Street

SR 101 - known as the Agua Fria Freeway

- SR101L & 51st Avenue (T.I. lighting signals only)
- SR101L & 35th Avenue
- SR101L & 31st Avenue

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

The State and the City agree to the following:

a. The City will be responsible for all electrical energy costs to operate the traffic signals and/or intersection lighting.

b. The City will be responsible for all routine maintenance, emergency maintenance and operations of traffic signals and/or intersection lighting.

c. The City will keep detailed maintenance records and said records shall be made available to the State upon request.

d. With the exception of special equipment requested by the City, the State will reimburse the City for all unrecovered costs or equipment, incurred in replacing knocked down equipment only. The City will submit a detailed itemization of unrecovered costs, by intersection, with its claim.

e. Any new installations or any betterments shall be based on a traffic engineering study conducted or concurred with, by the State; and the mutual involvements shall be negotiable.

f. When utilized, any monthly telephone charges for interconnect circuits will be the responsibility of the City.

g. The City will submit traffic signal timing plans to the State, when requested, for review and concurrence. All other signals and lighting related expenses will be provided by the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until one or both parties provide thirty (30) days notice of cancellation. The terms, conditions, and provisions of this agreement may be modified upon mutual consent of both parties by amendment of this agreement.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
125 East Washington Street
Phoenix, Arizona 85004

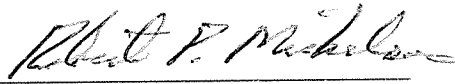
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Street Transportation Director

By 
ROBERT P. MICKELSON, P.E.
Chief Deputy State Engineer

ATTEST:

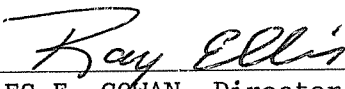
By 
ACTING FOR VICKY MIEL
City Clerk

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02FEB94

RESOLUTION

BE IT RESOLVED on this 21st day of September 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining their respective responsibilities for the operation and maintenance concerning certain state highway routes which are encompassed within the City's system of streets and link in the State's highway system.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN, Director
Arizona Department of
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 13th day April, 1993⁴.

Michael D. Hane
ACTING
City Attorney

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION Formal Action: Bid Award _____ License Application _____ Other X
REQUESTED Ordinance _____ Resolution _____ Emergency Clause? N (Y/N)
SUBJECT: ADOT SIGNAL MAINTENANCE AGREEMENT

(NOTE: Please use the same subject as on Page 2 of the RCA)

PREPARED BY Name: Bill R. Bain, P.E. Phone: 24590 W.P. Doc. No. ABBR0070
Backup Material being sent under separate cover? (Y/N) _____

RECOMMENDED Department Name: Street Transportation Department
BY Date Prepared: 02/15/94 Div. Approval: James W. Sparks, P.E.
Req. Agenda Date: 03/2/94 Dept Approval: James H. Matteson, P.E.
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ Bid Bond Required? N Performance Bond Required? N
FORMAL ACTION Submitted by Low Bidder? _____ Amount? \$ _____
Contract Required? N Requisition No. _____
Contract Amendment? _____ Current Contract No. _____
Approved by: Ord. _____ FA _____ on Date: _____

BUDGET \$ -0- Encumbrance? _____ (Y/N)
INFORMATION Fiscal Year? _____
Source of Funds: Street Transportation
Index Code(s): 289389
Subobject(s): 2716

CITY MANAGER'S OFFICE

Approved by: Jack Tevlin 2/17/94 C.M. Control Number: 30

CITY-CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766 RCA-Number: 11681

Ordinance Number: _____ Resolution Number: _____

AGENDA ACTION This Item was: Approved

Contract Number (if applicable): 23627-001

Comments: 0447a

COUNCIL SUPPORT Agenda Date: 03/02/94 ITEM NUMBER: 67

ADOT SIGNAL MAINTENANCE
AGREEMENT

Request to authorize the City Manager to enter into an agreement between the City of Phoenix and the Arizona Department of Transportation for betterment of operation and maintenance of traffic signals on State Routes in the City of Phoenix as designated in the agreement.

This is a continuation of an existing agreement that has been in effect since the late 1960's and was last updated in January of 1980.

There are currently thirty-nine (39) full signalized locations, six (6) locations where the city supplies system coordination only and one (1) location where the city supplies intersection lighting only. The cost is budgeted in the current Traffic Signals Section AMUR Maintenance Funds 289344/2716. No additional funds are required.

The annual operation and maintenance cost of these 46 locations is estimated to be \$147,300. This agreement will be revised periodically as locations are added or deleted from the system.

JHM/JWS/BRB/rf/ABER0070



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0081-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of June, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/60